



Office of the City Clerk-Treasurer
301 W. Chestnut
Rogers, Arkansas 72756
479-621-1117 · (Fax) 479-936-5401

www.rogersar.gov

COMMITTEE SCHEDULE

TO: MAYOR
CITY COUNCIL
DEPARTMENT HEADS
PRESS

FROM: PEGGY DAVID, CITY CLERK-TREASURER

DATE: January 9, 2018

The following committee meeting will be held on Tuesday, January 9, 2018 prior to the City Council meeting:

5:45 p.m. - COMMUNITY SERVICES COMMITTEE: (Wright, Hayes and Kruger)
Committee Room #1

To Discuss: (a) A Resolution Authorizing a Contract with NWA Entertainment, LLC in the Amount of \$35,000 for the City's 2018 July Fourth Fireworks Display

6:00 p.m. - PUBLIC WORKS COMMITTEE: (Townzen, Wright and Kendall) Committee Room #1

- To Discuss: (a) An Ordinance Authorizing An Amendment to the City of Rogers Franchise Agreement with Inland Waste Solutions; To Approve a Fee Increase for Solid Waste Disposal that is Proportional to Cost Increases
(b) A Resolution Authorizing Temporary Provision of Water Service to a Carroll Electric Line Services Center Located Outside the City of Rogers Water Service Area

6:15 p.m. - TRANSPORTATION COMMITTEE: (Kruger, Townzen and Carmichael) Committee Room #1

- To Discuss: (a) A Resolution Authorizing Certain Agreements Concerning the Garrett Road Project; Authorizing an Agreement with Crafton, Tull and Associates, Inc. of Rogers, AR for Professional Design Services, An Interlocal Agreement with Rogers Public Schools, and the Necessary Agreements for Acquisition Purposes
(b) Request from Providence Christian Academy to close streets for the Providence Patriot 5K Run on February 17, 2018
(c) Request from Bike NWA to close streets for Natural State Criterium Series on July 7, 2018

**6:15 p.m. – FINANCE COMMITTEE:** (Reithemeyer, Wolf & Kendall) **Committee Room #2**

To Discuss: (a) A Resolution Amending the 2018 Budget to Appropriate \$720,000  
from General Fund Reserves to Acct. #100-10-80122 to be Used  
for the Continued Construction of the Museum Expansion

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**ROGERS CITY COUNCIL**

**AMENDED AGENDA**

**JANUARY 9, 2018**

**6:30 P.M.**

**PUBLIC FORUM:**

**INVOCATION & PLEDGE OF ALLEGIANCE:**

**ROLL CALL:**

**ACTION ON MINUTES:** December 12, 2017

**REPORTS OF BOARDS AND STANDING COMMITTEES:**

- 1. ORD. Re: Authorizing An Amendment to the City of Rogers Franchise Agreement with Inland Waste Solutions; To Approve a Fee Increase for Solid Waste Disposal that is Proportional to Cost Increases - Public Works Committee
- 2. RES. Re: Authorizing Temporary Provision of Water Service to a Carroll Electric Line Services Center Located Outside the City of Rogers Water Service Area - Public Works Committee
- 3. RES. Re: Authorizing a Contract with NWA Entertainment, LLC in the Amount of \$35,000 for the City’s 2018 July Fourth Fireworks Display - Community Services Committee
- 4. RES. Re: Authorizing Certain Agreements Concerning the Garrett Road Project; Authorizing an Agreement with Crafton, Tull and Associates, Inc. of Rogers, AR for Professional Design Services, An Interlocal Agreement with Rogers Public Schools, and the Necessary Agreements for Acquisition Purposes - Transportation Committee

# ROGERS CITY COUNCIL AGENDA

JANUARY 9, 2018

## PAGE 2

5. RES. Re: Amending the 2018 Budget to Appropriate \$720,000 from General Fund Reserves to Acct. #100-10-80122 to be Used for the Continued Construction of the Museum Expansion - Finance Committee

### OLD BUSINESS:

### NEW BUSINESS:

1. RES. Re: Authorizing a Contract with Main Street Rogers, Inc. for Promotional Services for the Year 2018 - Shay Bland, Main Street Director

### **ADDED TO THE AGENDA:**

2. ORD. Re: Accepting the Final Plat of the District P.U.D., Phase 2C - Jay Young

### APPOINTMENTS:

### ANNOUNCEMENTS:

ORDINANCE NO. 18-\_\_\_\_\_

**AN ORDINANCE TO AUTHORIZE AN AMENDMENT TO THE CITY OF ROGERS FRANCHISE AGREEMENT WITH INLAND WASTE SOLUTIONS; TO APPROVE A FEE INCREASE FOR SOLID WASTE DISPOSAL THAT IS PROPORTIONAL TO COST INCREASES; AND FOR OTHER PURPOSES.**

**WHEREAS**, Inland Waste Solutions, L.L.C. has requested an increase in the fees for collection of residential garbage and recycling to account for a significant increase in operating costs;

**WHEREAS**, Inland Waste Solutions, L.L.C. relies in part on 4.8 percent increase in transportation costs for the period November 2016 to November 2017 as set forth in the U.S. All Urban Consumers Indexes for Transportation published by the United States Department of Labor, Bureau of Statistics; and

**WHEREAS**, the proposed increases in rates are proportional to the increase in costs and consistent with the requirements of law and the provisions of the original franchise agreement designed to protect consumers against undue and excessive rate increases, and are as follows:

SERVICE	CURRENT	PROPOSED	DIFFERENCE
Curbside Garbage (96 Gallon Cart)	\$ 11.60	\$ 12.16	\$ 0.56
Curbside Recycle (64 Gallon Cart)	\$ 2.85	\$ 2.99	\$ 0.14
Total Monthly Service	\$ 14.45	\$ 15.15	\$ 0.70

  

LOW VOLUME SERVICE	CURRENT	PROPOSED	DIFFERENCE
Curbside Garbage (64 Gallon Cart)	\$ 11.20	\$ 11.73	\$ 0.53
Curbside Recycle (64 Gallon Cart)	\$ 2.85	\$ 2.99	\$ 0.14
Total Monthly Service	\$ 14.05	\$ 14.72	\$ 0.67

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROGERS, ARKANSAS THAT:**

Section 1: The Mayor may execute an amendment to the City of Rogers’s franchise agreement with Inland Waste Solutions, LLC titled “The Agreement for the Collection and Transfer of Residential Solid Waste and Recyclable Materials” entered into on December 31, 2015, adopted by City of Rogers Ordinance No. 16-01, and codified in Appendix A, Article III, Division 1 of the Code of Ordinances, City of Rogers, Arkansas.

Section 2: The amendment to the City of Rogers’s franchise agreement with Inland Waste Solutions, LLC described in Section 1 is attached as Exhibit “A”.

Section 3 - Emergency Clause: That for the reasons stated in this Ordinance, the need to amend franchise agreement is immediate and in order to protect the public peace, health, safety, and welfare an emergency is hereby declared to exist and this Ordinance shall be in full force and effect beginning February 1, 2018;

Section 4 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 5 - Repeal of Conflicting Provisions: All ordinances, resolutions or orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED:

\_\_\_\_\_  
C. GREG HINES, Mayor

Attest:

\_\_\_\_\_  
PEGGY DAVID, City Clerk

Prepared By: Jennifer Waymack, Senior Staff Attorney  
For Consideration by the Public Works Committee

## EXHIBIT "A"

### **Amendment to Agreement for the Collection and Transfer of Residential Solid Waste and Recyclable Materials**

Pursuant to Section II (k) of the "Agreement for the Collection and Transfer of Residential Solid Waste and Recyclable Materials" ("Original Agreement") this Amendment to the Original Agreement is entered into this \_\_\_\_ day of January, 2018 amended by and the City of Rogers, Arkansas ("the City") and Inland Waste Solutions, LLC ("the Contractor"). The provisions of this Amendment to the Original Agreement shall become effective on February 1, 2018.

Subsections (a) and (b) of Section IV of the Original Agreement are amended to alter the rates service and remove the requirement of 32 gallon capacity containers, and shall read as follows:

#### **Section IV. - Residential services, operations and performance.**

##### **(a) Solid waste services for residents.**

**Base fee service.** The contractor shall provide residential solid waste collection and transfer services for all residential customers located within the service areas of this agreement one time per week using container bins on wheels, which will be limited to one container bin weekly of either a 64-gallon or 96-gallon capacity. The base fee charged to customers shall be:

64-gallon recycling container-cart: \$2.99

96-gallon solid waste container: \$12.16

64-gallon solid waste container: \$11.73

##### **(b) Residential collections.**

**Recycle bin collection.** One time per week curbside collection of residential recycling shall be provided as a tandem service to the one time per week solid waste collection service outlined above for those customers. The customer will be instructed to set out recycle bins under the same placement rules as for the set out of solid waste. The contractor shall be responsible to provide an inventory of recycling bins sufficient to provide for all customers who are in the city.

**Recyclable materials.** Customers will be permitted to recycle newspapers, magazines, plastic bottle containers, aluminum and tin cans and cardboard. Educational brochures will instruct customers how to prepare items.

**Yard waste services.** Residents are encouraged to manage yard wastes on-site using techniques such as backyard composting and mulching mowers to the greatest extent possible. However, residential yard waste collection will be provided by contractor at an extra cost to residents through purchase of special green bags at a cost of \$2.00 per green bag, which shall be

picked up on the same day as solid waste. Any increase in the price charged for these special bags must be approved by the city council.

**Bulky waste pickup.** The contractor shall provide bulky waste pickup service for all customers at least one day a month. Items to be included in the bulky waste pickup shall be negotiated between the contractor and the city and publicized to all residents of the city.

**Leaf pickup.** The contractor shall provide pickup of leaves at least once on each route during the fall months, and shall advertise the date of such pickup in advance.

**Extra trash following Christmas.** Contractor shall make provisions to pick up extra trash on the pickup date following the Christmas holiday.

In no other way whatsoever is the Residential Solid Waste and Recycling Agreement amended or modified, and the parties hereto adopt, repeat, and reaffirm all other provisions of that Original Agreement as previously amended.

IN WITNESS WHEREOF, the parties set their hands and seals this \_\_\_\_\_ day of January, 2018.

CITY OF ROGERS

INLAND SERVICE CORP.

By: \_\_\_\_\_  
Greg C. Hines

By: \_\_\_\_\_  
\_\_\_\_\_

Attest:

\_\_\_\_\_  
Peggy David, City Clerk

RESOLUTION NO. R-18-\_\_\_\_\_

**A RESOLUTION AUTHORIZING TEMPORARY PROVISION OF WATER SERVICE TO A CARROLL ELECTRIC LINE SERVICES CENTER LOCATED OUTSIDE THE CITY OF ROGERS WATER SERVICE AREA; AND FOR OTHER PURPOSES.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROGERS, ARKANSAS:**

Section 1: That the Rogers Waterworks and Sewer Commission and the Rogers Water Utilities are hereby authorized to provide water service to a certain Carroll Electric Line Services Center in Lowell, Arkansas and located outside of the City of Rogers Water Service Area on a temporary basis. The temporary provision of water service shall be done in accordance with a Memorandum of Understanding entered into with Springdale Water Utilities, with the final form and content of the Memorandum of Understanding to be approved by the Superintendent of Rogers Water Utilities, his approval to be evidenced by his signature thereon.

Section 2: Severability Provision- In the event that any section, paragraph, subdivision, clause, phrase, or other provision or portion of this Resolution shall be adjudged invalid or unconstitutional, the same shall not affect the validity of this Resolution as a whole, or any part or provision, other than the part so decided to be invalid or unconstitutional, and the remaining provisions of this Resolution shall be construed as if such invalid, unenforceable or unconstitutional provision or provisions had never been contained herein.

Section 3: Repeal of Conflicting Resolutions- All resolutions of the City Council, or parts of resolutions of the City Council in conflict herewith are hereby repealed to the extent of such conflict.

RESOLVED this 9th day of January 2018.

APPROVED:

\_\_\_\_\_  
C. GREG HINES, Mayor

Attest:

\_\_\_\_\_  
PEGGY DAVID, City Clerk

Requested by: Rogers Waterworks and Sewer Commission and Rogers Water Utilities  
Prepared by: Robert A. Frazier, Counsel for Rogers Waterworks and Sewer Commission and Rogers Water Utilities

RESOLUTION NO. R-18-\_\_\_\_\_

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ROGERS  
AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH NWA  
ENTERTAINMENT, LLC IN THE AMOUNT OF THIRTY FIVE THOUSAND  
DOLLARS (\$35,000.00) FOR THE CITY'S 2018 JULY FOURTH FIREWORKS  
DISPLAY; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Rogers annually provides a public fireworks display celebrating July Fourth;

**WHEREAS**, the NWA Entertainment, LLC previously provided the fireworks display in past years, including 2017, and has been deemed the most appropriate provider for 2018 as well;

**WHEREAS**, the 2018 contract terms and the contract amount of thirty-five thousand dollars (\$35,000.00) remain identical to that approved in 2017; and

**WHEREAS**, this expense is included in the 2018 Budget for the City of Rogers;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROGERS, ARKANSAS THAT:**

Section 1: The Mayor may execute an agreement between with NWA Entertainment, LLC in an amount not to exceed thirty-five thousand dollars (\$35,000.00) for provision of the annual July Fourth Fireworks display;

Section 2: Severability Provision- If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3: Repeal of Conflicting Resolutions- All resolutions or orders of the City Council, or parts of resolutions or orders of the City Council, in conflict with this Resolution are repealed to the extent of such conflict.

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED:

\_\_\_\_\_  
C. GREG HINES, Mayor

Attest:

\_\_\_\_\_  
PEGGY DAVID, City Clerk

Prepared By: Jennifer Waymack, Senior Staff Attorney  
For Consideration by the Community Services Committee

RESOLUTION NO. R-18-\_\_\_\_\_

**A RESOLUTION AUTHORIZING CERTAIN AGREEMENTS CONCERNING THE GARRETT ROAD PROJECT; AUTHORIZING AN AGREEMENT WITH CRAFTON, TULL, AND ASSOCIATES, INC. OF ROGERS, ARKANSAS, FOR PROFESSIONAL DESIGN SERVICES, AN INTERLOCAL AGREEMENT WITH ROGERS PUBLIC SCHOOLS, AND THE NECESSARY AGREEMENTS FOR ACQUISITION PURPOSES; AND FOR OTHER PURPOSES.**

**WHEREAS**, Crafton, Tull and Associates, Inc. designed the Garrett Road realignment, and is the appropriate firm to provide necessary redesign services regarding Garrett Road;

**WHEREAS**, the continued cooperation of the City of Rogers and Rogers Public School District in furtherance of our parallel and cooperative projects concerning the Garrett Road realignment and new elementary school Number 16 requires an agreement to ensure legal and appropriate cost sharing of the Garrett Road realignment project; and

**WHEREAS**, the City Council anticipates this project will be funded by bond monies.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROGERS, ARKANSAS THAT:**

Section 1: The Mayor may execute a contract with Crafton, Tull and Associates, Inc. of Rogers, Arkansas for design services in an amount not to exceed seventy-five thousand dollars (\$75,000.00);

Section 2: The Mayor may execute an interlocal agreement with the Rogers School District concerning the details of cost sharing, administration of duties, and other details necessary to accomplish infrastructure changes necessary for the Garrett Road Project and the new elementary school number 16;

Section 3: The execution of agreements necessary for real property acquisitions for the Garrett Road Project is hereby authorized. The Mayor may execute any agreement to that effect or may designate his duly authorized representative to execute those agreements to that effect that are valued at less than twenty thousand dollars (\$20,000.00);

Section 4 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 5 - Repeal of Conflicting Resolutions: All resolutions or orders of the City Council, or parts of resolutions or orders of the City Council, in conflict with this Resolution are repealed to the extent of such conflict.

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Approved:

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C. GREG HINES, Mayor

Attest:

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PEGGY DAVID, City Clerk

Requested by: John McCurdy, Director, Department of Community Development

Prepared by: Jennifer A. Waymack, Senior Staff Attorney

For Consideration by the Transportation Committee

RESOLUTION NO. R-18 \_\_\_\_\_

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ROGERS AMENDING THE 2018 BUDGET TO APPROPRIATE SEVEN HUNDRED TWENTY THOUSAND DOLLARS (\$720,000) FROM GENERAL FUND RESERVES TO ACCOUNT NUMBER 100-10-80122-MUSEUM EXPANSION TO BE USED FOR THE CONTINUED CONSTRUCTION OF THE MUSEUM EXPANSION; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Rogers Historical Museum received seven hundred and twenty thousand dollars (\$720,000.00) from a Walton Family Foundation grant on December 15, 2017 for the continued construction of the museum expansion, and this funding is necessary to be utilized for the ongoing construction;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROGERS, ARKANSAS THAT:**

Section 1: The City of Rogers 2018 Budget is amended to appropriate seven hundred twenty thousand dollars (\$720,000.00) from General Fund Reserves to Account Number 100-10-80122, Museum Expansion to be used for the continued construction of the museum expansion;

Section 2: Severability Provision- If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3: Repeal of Conflicting Resolutions- All resolutions or orders of the City Council, or parts of resolutions or orders of the City Council, in conflict with this Resolution are repealed to the extent of such conflict.

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED:

\_\_\_\_\_  
C. GREG HINES, Mayor

Attest:

\_\_\_\_\_  
PEGGY DAVID, City Clerk

Requested By: John Burroughs, Museum Director  
Prepared By: Jennifer Waymack, Senior Staff Attorney  
For Consideration by the Finance Committee

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH MAIN STREET ROGERS, INC. FOR PROMOTIONAL SERVICES FOR THE YEAR 2018; AND FOR OTHER PURPOSES.**

**WHEREAS**, Main Street Rogers, Inc. is an independent 501(c)3 non-profit organization of people dedicated to preserving the history and promoting the growth of Downtown Rogers;

**WHEREAS**, the City Council of the City of Rogers has determined that the agreement between the City of Rogers and Main Street Rogers should be renewed for the year 2018;

**WHEREAS**, the contract amount of one hundred thousand dollars (\$100,000.00) has previously been approved by City Council in the City of Rogers 2018 Budget;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROGERS, ARKANSAS THAT:**

Section 1: The Mayor may enter into an agreement with Main Street Rogers for their services during the year 2018 in an amount not to exceed one hundred thousand dollars (\$100,000.00);

Section 2: Severability Provision- If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3: Repeal of Conflicting Resolutions- All resolutions or orders of the City Council, or parts of resolutions or orders of the City Council, in conflict with this Resolution are repealed to the extent of such conflict.

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED:

\_\_\_\_\_  
C. GREG HINES, Mayor

Attest:

\_\_\_\_\_  
PEGGY DAVID, City Clerk

Prepared By: Jennifer Waymack, Senior Staff Attorney

ORDINANCE NO. \_\_\_\_\_

CITY OF ROGERS, ARKANSAS

AN ORDINANCE ACCEPTING THE FINAL PLAT OF  
THE DISTRICT P.U.D., PHASE 2C  
ROGERS, BENTON COUNTY, ARKANSAS,  
THE DEDICATION OF UTILITY EASEMENTS AND OTHER PUBLIC WAYS THEREIN;  
AND DECLARING AN EMERGENCY

WHEREAS, the Final Plat has been submitted for The District P.U.D., Phase 2C, Rogers, Benton County Arkansas which is more particularly described as follows, to-wit:

PROPERTY DESCRIPTION: LOT 9, THE DISTRICT P.U.D., PHASE 2C

A part of the NE $\frac{1}{4}$  NW $\frac{1}{4}$  and part of the NW $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 28, T-19-N, R-30-W, Benton County, Arkansas, being further described as follows:

Beginning at the SW corner of the NW $\frac{1}{4}$  NE $\frac{1}{4}$  of said Section 28, said point being a 4"x 22" wide limestone which is located on the North line of "The Manors on Blossom Way Creek-Phase 4" Subdivision as recorded in Plat Book 3, Page 583; Thence N 87°08'48" W along the South line of the NE $\frac{1}{4}$  NW $\frac{1}{4}$  of said Section 28, a distance of 553.97 feet to the SE corner of Lot 6 of The District P.U.D. Phase 2A (Plat Bk 2016, Pg 106-107); Thence N 02°51'12" E along the East line of said Lot 6, a distance of 325.05 feet to the NE corner of said Lot 6, said point lies on the Southerly Right-of-Way (R/W) of J.B. Hunt Drive (Plat Bk 2016, Pg 106-107); Thence S 87°08'48" E along the said Southerly R/W of J.B. Hunt Drive (and as dedicated per this plat), a distance of 553.70 feet; Thence S 86°30'33" E along the said Southerly R/W of J.B. Hunt Drive (as dedicated per this plat), a distance of 30.21 feet; Thence S 02°51'12" W, a distance of 325.05 feet to the South line of the NW $\frac{1}{4}$  NE $\frac{1}{4}$  of said Section 28; Thence N 86°30'33" W along the South line of the NW $\frac{1}{4}$  NE $\frac{1}{4}$  of said Section 28, a distance of 29.95 feet to the Point of Beginning, containing 4.357 acres more or less.

PROPERTY DESCRIPTION: LOT 10, THE DISTRICT P.U.D., PHASE 2C

A part of the NE $\frac{1}{4}$  NW $\frac{1}{4}$  and part of the NW $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 28, T-19-N, R-30-W, Benton County, Arkansas, being further described as follows:

Commencing at the SW corner of the NW $\frac{1}{4}$  NE $\frac{1}{4}$  of said Section 28, said point being a 4"x 22" wide limestone which is located on the North line of "The Manors on Blossom Way Creek-Phase 4" Subdivision as recorded in Plat Book 3, Page 583; Thence N 87°08'48" W along the South line of the NE $\frac{1}{4}$  NW $\frac{1}{4}$  of said Section 28, a distance of 553.97 feet to the SE corner of Lot 6 of

The District P.U.D. Phase 2A (Plat Bk 2016, Pg 106-107); Thence N 02°51'12" E along the East line of said Lot 6, a distance of 325.05 feet to the NE corner of said Lot 6, said point lies on the Southerly Right-of-Way (R/W) of J.B. Hunt Drive (Plat Bk 2016, Pg 106-107); Thence S 87°08'48" E along the said Southerly R/W of J.B. Hunt Drive, a distance of 115.21 feet; Thence N 02°51'12" E, a distance of 70.00 feet to the Northerly R/W of J.B. Hunt Drive (per The District Phase 2B Lot 8 Easement Plat), and to the Point of Beginning; Thence Northwesterly along the said Northerly R/W of J.B. Hunt Drive along a 30.00 feet radius curve to the right, thru a central angle of 90°00'00" for a distance of 47.12 feet, said curve having a chord bearing of N 42°08'48" W and distance of 42.43 feet to the point of tangency on the Easterly R/W of S. 48th Street (per the District Phase 2B Lot 8 Easement Plat); Thence N 02°51'12" E along the said Easterly R/W of S. 48th Street, a distance of 76.24 feet to the point of curvature for a circular curve to the left; Thence Northwesterly along the said Easterly R/W of S. 48th Street along a 1040.00 feet radius curve to the left, thru a central angle of 18°29'01" for a distance of 335.51 feet, said curve having a chord bearing of N 06°23'19" W and distance of 334.05 feet to the point of reverse curvature for a circular curve to the right; Thence Northeasterly along the said Easterly R/W of S. 48th Street along a 50.00 feet radius curve to the right, thru a central angle of 85°20'53" for a distance of 74.48 feet, said curve having a chord bearing of N 27°02'37" E and distance of 67.78 feet to a point on a curve on the Southerly R/W of Pauline Whitaker Parkway; Thence Northeasterly along the said Southerly R/W of Pauline Whitaker Parkway along a 1003.93 radius curve to the left, thru a central angle of 06°49'05" for a distance of 119.46 feet, said curve having a chord bearing of N 66°18'31" E and distance of 119.39 feet; Thence N 58°37'31" E along the Southerly R/W of Pauline Whitaker Parkway, a distance of 103.59 feet to a point on the AHTD R/W (AMID Job 090180); Thence along the AHTD R/W for the following courses: S 33°00'33" E, 27.95 feet; N 53°54'51" E, a distance of 107.90 feet; N 61°26'25" E, a distance of 227.28 feet; and thence S 83°45'54" E, passing an AHTD R/W monument at a distance of 932.28 feet and continuing S 83°45'54" E, for a total distance of 1029.72 feet to a point in the center of a creek; thence leaving the said AHTD R/W and running Southerly along the centerline of said creek the following courses: S 03°41'03" W, 250.59 feet; S 05°47'45" W, 155.78 feet; S 18°10'11" E, a distance of 252.09 feet; S 14°34'05" E, 33.83 feet; S 27°38'00" W, a distance of 51.12 feet to the Northerly R/W of J.B. Hunt Drive (as dedicated per this plat); Thence N 83°50'46" W along the said Northerly R/W of J.B. Hunt Drive, a distance of 724.80 feet; Thence N 86°30'33" W along the said Northerly R/W of J.B. Hunt Drive, a distance of 362.63 feet; Thence N 87°08'48" W along the said Northerly R/W of J.B. Hunt Drive, a distance of 438.88 feet to the point of curvature for a circular curve to the right, and the Point of Beginning, containing 24.845 acres more or less.

**PROPERTY DESCRIPTION: LOT 11, THE DISTRICT P.U.D., PHASE 2C**

A part of the NW¼ NE¼ of Section 28, T-19-N, R-30-W, Benton County, Arkansas, being further described as follows:

Commencing at the SW corner of the NW¼ NE¼ of said Section 28, said point being a 4"x 22" wide limestone which is located on the North line of "The Manors on Blossom Way Creek-Phase 4" Subdivision as recorded in Plat Book 3, Page 583; Thence S 86°30'33" W along the South line

of the NW¼ NE¼ of said Section 28, a distance of 29.95 feet to the Point of Beginning; Thence N 02°51'12" E, a distance of 325.05 feet to the Southerly Right-of-Way (R/W) of J.B. Hunt Drive (as dedicated per this plat); Thence S 86°30'33" E along the said Southerly R/W of J.B. Hunt Drive, a distance of 332.23 feet; Thence S 86°50'46" E along the said Southerly R/W of J.B. Hunt Drive, a distance of 693.14 feet to a point in the center of a creek; Thence running Southerly along the centerline of said creek the following courses: S 27°38'00" W, a distance of 7.61 feet; S 43°42'40" W, a distance of 145.79 feet; S 21°15'40" W, a distance of 91.66 feet; S 01°40'29" W, a distance of 90.95 feet; and thence S 16°33'24" E, a distance of 34.75 feet to a point in the centerline of said creek and on the South line of the NW¼ NE¼ of said Section 28; Thence N 86°30'33" W along the South line of the NW¼ NE¼ of said Section 28 and along the North line of the aforesaid "The Manors on Blossom Way Creek-Phase 4" Subdivision, a distance of 911.31 feet to the Point of Beginning, containing 6.973 acres more or less.

WHEREAS, the Planning Commission of the City of Rogers, Arkansas approved the Final Plat of the above described property on December 19, 2017; and

WHEREAS, the City Council finds that said Final Plat is in conformance with the Ordinances of the City of Rogers, Arkansas; and

WHEREAS, the City Council finds that it is in the best interest of the citizens of Rogers, Arkansas that said Final Plat be approved and the dedication of the utility easements and other public ways be accepted and confirmed;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROGERS, ARKANSAS:

**SECTION 1:** The Final Plat of The District P.U.D., Phase 2C, Rogers, Benton County, Arkansas, as described in the Plat thereof, is hereby accepted, approved and confirmed.

**SECTION 2:** All dedication of utility easements and other public ways as set forth in the Plat are hereby accepted by the City. The Mayor and City Clerk are authorized and directed to certify the aforesaid approval and acceptance upon the face of the Plat.

**SECTION 3:** As the facilities to be constructed within this subdivision will promote the economy of the City and will promote the public health and welfare, an emergency is declared to exist and this Ordinance shall be in full force and effect from and after the date of its passage.

**SECTION 4: Severability Provision-** In the event that any section, paragraph, subdivision, clause, phrase, or other provision or portion of this Ordinance shall be adjudged invalid or unconstitutional, the same shall not affect the validity of this Ordinance as a whole, or any part or provision, other than

the part so decided to be invalid or unconstitutional, and the remaining provisions of this Ordinance shall be construed as if such invalid, unenforceable or unconstitutional provision or provisions had never been contained herein.

**Section 5: Repeal of Conflicting Ordinances and Resolutions-** All ordinances, resolutions or orders of the City Council, or parts of ordinances, resolutions or orders of the City Council in conflict herewith are hereby repealed to the extent of such conflict.

**PASSED:** \_\_\_\_\_, 2018

**CITY OF ROGERS, ARKANSAS**

**APPROVED:**

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**C. GREG HINES, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**PEGGY DAVID, CITY CLERK**